Survey No. 58—1, in the Khata of Hanumantha Rao and Ganesha Rao, Janti, and bounded on the North by Survey No. 57, South by Survey No. 68, 69, East by Survey No. 58 and West by Survey No. 70, the area required being 16 guntas, assessed at Re. 0-8-0.

Survey No. 58—2, in the Khata of Madhava Rao and and bounded on the North by Survey No 58, South by Survey No. 68, 69, East by Survey No. 58 and West by Survey No. 70, the area required being 17 guntas, assessed at Re. 0-8-0.

No. L. 12981—*V. P.* 3-46-132, *dated 26th March* 1947.

Under Section 6 of the Land Acquisition Act of 1894, as amended by the Land Acquisition Amendment Act No. I of 1927, the Government of His Highness the Maharaja of Mysore declare that the land measuring 2 acres and 7 guntas, be the same a little more or less are needed for a public purpose, to wit, Adikarnataka Village Extension and under Sections 4 and 7 of the same Act, the Assistant Commissioner in charge of Mandya Sub-Division is appointed to perform the functions of a Deputy Commissioner under the Act and directed to take orders for the acquisition of the saidlands. Under sub-section (1) of Section 17 of the Act, the Government further direct that the possession of the said lands may be taken on the expiry of fifteen days from the date of publication of the notice mentioned in Section 9 (1) of the Act. A plan of the land is kept in the Office of the Revenue Sub-Division, Mandya, and may be inspected at any time during office hours.

Mandya District, Maddur Taluk, Atakur Hobli, Madanaikanahalli Village.

Survey No. 57—2, in the khate of Boregowda alias Bullegowda, and bounded on the North by Survey No. 56, South by Survey No. 57, East by Survey No. 57 and West by Voni, the area required, being 18 guntas, assessed at Re. 0-8-0.

Survey No. 57—3, in the Khate of Dodda, son of Arasa and bounded on the North by Survey No. 57, South by Survey No. 57, East by Survey No 57 and West by Voni, the area required being 8 guntas, assessed at Re. 0-4-0.

Survey No. 57—4, in the Khate of Hatti, son of Sidda and bounded on the North by Survey No. 57, South by Survey No. 57, East by Survey No. 57 and West by Voni, the area required being 9 guntas, assessed at Re. 0-4-0.

Survey No. 57—5, in the khate of Dodda bin Arasa, and bounded on the North by Survey No. 57, South by Survey No. 58, East by Survey No. 57 and West by Voni, the area required being 19 guntas, assessed at Re. 0-8-0.

Survey No. 58—1, in the khate of Hanumantha Rao and Ganesha Rao, Janti, and bounded on the North by Survey No 57, South by Survey No. 68, 69, East by Survey No. 58 and West by Survey No. 70, the area required being 16 guntas, assessed at Re 0-8-0.

Survey No. 58—2, in the khate of Madhava Rao, and bounded on the North by Survey No. 58, South by Survey No. 68, 69, East by Survey No. 58 and West by Survey No. 70, the area required being 17 guntas, assessed at Re. 0-8-0.

894 H. N. PALLEGAR, *Rev. Secy.*

No. L. 11951—*V. P.* 6-46-45, *dated 1st March* 1947.

Under Section 4 of the Land Acquisition Act of 1894, it is hereby published for the information of the public that the land detailed hereunder is required for a public purpose, *viz*, for the Village Panchayet Hall and playground in Agumbe Village, Thirthahalli Taluk.

Under Section 5-A of the said Act it is directed that any person interested in the said property may, within 30 days after the issue of this notification prefer objections, if any, to the Revenue Sub-Division Officer, Shimoga, in writing, after which time no objections will be heard.

A plan of the property will be available in the Revenue Sub-Division Office, Shimoga, and may be inspected at any time during office hours.

Shimoga District, Thirthahalli Taluk, Agumbe Hobli, Tallur Village.

Khatedar and Anubhavadar—Devadaya Inam, Sri Gopalakrishna Devaru' Agumbe, Survey No. 43, Wet, Total extent 2 acres and 19 guntas' extent now required 2 acres and 19 guntas, assessment Rs. 9-0-0. Boundaries to the East—Malaphari river, West—Survey No. 42, North by Road, South by Survey No. 262.

893

No. 9752—*V. P.* 7-46-128, *dated 9 th January* 1947.

Under Section 4 of the Land Acquisition Act, 1894, as amended from time to time, it is hereby notified, that the properties described hereunder are required for a public purpose, *viz.*, Cart track.

Under Section 5-A, it is directed that any person interested in the said properties may within 30 days after the issue of this notification prefer objections, if any, thereto to the Assistant Commissioner, Davangere Sub-Division in writing, after which time no objections will be heard.

A plan of the properties will be available for inspection in the Office of Davangere Sub-Division Officer.

Chitaldrug District, Hosdurga Taluk, Mathodu Hobli, Ittigehalli and Agasarahalli Villages.

Ittigehalli Survey No. 107—1, (Dry) in the khate and anubhava of Vosahalli bin Chittappa and bounded on the North by remaining land in Survey No. 107—1, South by Agasarahalli Gadi, East by Survey No. 107—2 and West by Agasarahalli Gadi, the area required being 3 guntas, assessed at Rs. 0-0 3.

Ittigehalli Survey No. 108, (Dry) in the khate and anubhava of Thimmiah bin Kanniah and bounded on the North by Survey No. 107, South by Agasarahalli Gadi, East by Survey No 109 and West by Agagarahalli Gadi, the area required being 23 guntas, assessed at Re. 0-3-0.

Ittigehalli Survey No. 109—1, (Dry) in the khate and anubhava of Kullappa bin Eerappa and b unded on the North by Survey No 83—2, South by Survey No. 11 3, East by Survey No. 110 and West by Survey Nos. 107 and 108, the area required being 12 guntas assessed at Re. 0-1-6.

Ittigehalli Survey No. 110 (Dry) in the khate and anubhava of Patha bin Jadiyappa and bounded on the North by Survey No. 81—2, South by Survey No. 111—3, East by Survey No. 111—1, and West by Survey No. 109—1, the area required being 15 guntas, assessed at Re 0-1-3.

Ittigehalli Survey No. 111—1 (Dry) in the khate and anubhava of Patha bin Patha and bounded on the North by Survey No. 83—2, South by Survey No. 83—3, East by Survey No. 81 and West by Survey No. 110, the area required being 10 guntas, assessed at 0-0 6.

Ittigehalli Survey No. 80—1 (Dry) in the khate and anubhava of Thimmanna bin Siddappa and bounded on the North by Survey No 84—2, South by Survey No. 80 East by Survey No. 80—2, and West by Survey No. 81, the area required being 15 guntas, assessed at Re. 0-1-3.

Ittigehalli Survey No. 80—2 (Dry) in the khate and anubhava of Gangamma and bounded on the North by Survey No. 84—2, South by Survey No. 80, East by Survey No. 77—1 and West by Survey No. 80—1, the area required being 13 guntas assessed at Re. 0-1-6.

Ittigehalli Survey No. 81 (Dry) in the khate and anubhava of Siddaramiah and bounded on the North by Survey No. 83—2, South by Ittigehalli Gadi, East by Survey No. 80—1 and West by Survey No. 111—1, the area required being 10 guntas, assessed at Re. 0-1-0.

Ittigehalli Survey No. 74 (Dry) in the khate and anubhava of Basiah bin Siddiah and bounded on the North by Survey No 75 and 74, South by Survey No. 72, East by Survey Nos. 114 and 115 and West by Survey No 76, the area required being 4 guntas assessed at Re. 0-0-3.

Ittigehalli Survey No. 75 (Dry) in the khate and anubhava of Siddaramiah and bounded on the North by remaining land in Survey No. 75, South by Survey No. 74—114, East by Survey No. 56 and West by Survey No. 76, the area required being 12 gun as assessed at Re. 0-0-9.

Ittigehalli Survey No. 77—1 (Dry) in the khate and anubhava of Basappa bin Byrappa and bounded on the North by Survey No. 76, South by Survey No. 77—2, East by Survey No. 78 and West by Survey No. 80—2, the area required being 4 guntas assessed at Re. 0-0-3.

Agasarahalli Survey No. 23—1 (Dry) in the khate and anubhava of Goudanahalli bin Kulla and bounded on the North by Survey No. 22, South by Survey No. 3, East by Survey No. 23—2, and West by Survey No. 2, the area required being 8 guntas assessed at Re. 0 0-4

Agasarahalli Survey No. 23—2 (Dry) in the khate and anubhava of Eerappa bin Kulla and bounded on the North by Survey No. 22, South by Survey No. 3, East by Survey No. 23—3, and West by Survey No. 23—2, the area required being 5 guntas, assessed at Re. 0-0-3.

Agasarahalli Survey No. 23—3 (Dry) in the khate and anubhava of Goudanahalli bin Kulla and bounded on the North by Survey No. 22, South by Survey No. 3, East by Survey No. 23—4, and West by Survey No. 23—2, the area required being 5 guntas, assessed at Re. 0 0-3.

Agasarahalli 23—4 (Dry) in the khate and anubhava of Eerappa bin Kulla and bounded on the North by Survey No. 22, South by Survey No. 3, East by Agasarahalli Gadi and West by Survey No. 23—3, the area required being 13 guntas, assessed at Re. 0-0-6.

890 J. B. MALLARADHYA, *Rev. Secy.*

No. L. 2118—*V. P.* 7-47-7, *dated 6th August* 1947.

Whereas it appears to the Government of His Highness the Maharaja of Mysore that the undermentioned land situated in Hulikunte Village, Challakere Taluk, Chitaldrug District, is needed for a public purpose, to wit for laying out an extension to the Adikarnatakahatti at the place; notice to that effect is hereby given to all whom it may concern, in accordance with the provisions of Section 4 (1) of the Land Acquisition Act of 1894, as amended by the Land Acquisition Amendment Act No. I of 1927, and the Government hereby authorise the Deputy Commissioner, Chitaldrug District and his subordinates and also the Assistant Commissioner, Chitaldrug Sub-Division, to exercise the powers conferred by Section 4 (2) of the Act. Under Sub-Section (4) of Section 17 of the Land Acquisition Act of 1894, as amended by Act No. I of 1927, the Government direct that, in view of the urgency of the case, the provisions of Section 5-A of the Act shall not apply to the acquisition of the land noted below.

Chitaldrug District, Challakere Taluk, Parasurampura Hobli, Hulikunte Village.

Hulikunte Survey No. 1, in the Khate of Basappa, son of Doddalinganna and in the anubhava of Basappa, son of Doddalinganna, and bounded on the North by A. K. Halli and Village Site, South by Survey No 1, East by Village Site, and West by Survey No. 1, the area required being 6 guntas assessed at Re. 0-3-6.

No. L. 2118—*V. P.* 7-47-8, *dated 6th August* 1947.

Under Section 6 of the Land Acquisition Act of 1894, as amended by the Land Acquisition Amendment Act No. I of 1927, the Government of His Highness the Maharaja of Mysore declare that the land measuring 6 guntas, be the same a little more or less, is needed for a public purpose to wit, for laying out an Extension to the Adikarnatakahatti at the place and under Sections 4 and 7 of the same Act, the Assistant Commissioner in charge of Chitaldrug Sub-Division, is appointed to perform the functions of a Deputy Commissioner under the Act and directed to take orders for the acquisition of the said land. Under Sub-Section (1) of Section 17 of the Act, the Government further direct that the possession of the said land may be taken on the expiry of 15 days from the date of publication of the notice mentioned in Section 9 (1) of the Act. A plan of the land is kept in the Office of the Assis ant Commissioner, Chitaldrug Sub-Division, and may be inspected at anytime during the office hours.

Chitaldrng District, Challakere Taluk, Parasurampura Hobli, Hulikunte Village.

Hulikunte Survey No. 1, in the Khate of Basappa, son of Doddalinganna and in the anubhava of Basappa, son of Doddalinganna, and bounded on the North by A. K Halli and Village Site, South by Survey No. 1, East by Village Site, and West by Survey No. 1, the area required being 6 guntas assessed at Re. 0-3-6.

971 SYED ABDUL ALEEM, *Rev. Secy.*

GENERAL SECRETARIAT.

Dated 4th August 1947.

No. S. R. 456—L. W. 13-47-4. Under Section 12 (4) of the Mysore Labour Act XIII of 1942, the Government of His Highness the Maharaja of Mysore are pleased to publish for general information the accompanying report of the Chief Conciliator in Mysore, Bangalore, in respect of the failure of Conciliation Proceedings in the dispute between the several Labour Associations and the concerned Managements at Kolar Gold Field in regard to changes in the existing hours of work, abolition of the contract systems, etc., (as mentioned in the notices of change).

959. MOHAMED ISMAIL SHERIFF, *Gl. Secy.*

OFFICE OF THE CHIEF CONCILIATOR IN MYSORE, BANGALORE.

No. C. C. 29-33—46-47, *dated the 25th July* 1947.

To

The Secretary to the Government of His Highness the Maharaja of Mysore, General Department, Bangalore.

Sir,

I have the honour to make the following report under Section 12 (4) of the Mysore Labour Act, relating to a

dispute between the undermentioned Labour Associations and the concerned Managements at Kolar Gold Fields, in regard to changes in the existing hours of work, abolition of the contract system, etc., (as mentioned in the Notices of Change) :—

Conciliation Case No. 29—46 :—
Labour Association—The Oorgaum Mines Labour Association, Oorgaum, (K. G. F.).
Management—The Oorgaum Gold Mining Co. of India, Ltd., Oorgaum, (K. G. F.)

Conciliation Case No. 30—46 :—
Labour Association—The Kolar Gold Field Electricity Labour Association, Oorgaum, (K.G.F.).
Management—The Kolar Gold Field Electricity Department, Oorgum, (K.G.F.).

Conciliation Case No. 31—46 :—
Labour Association—The Champion Reefs Mines Labour Association, Champion Reefs (K.G.F.).
Management—The Champion Reefs Gold Mines of India, Ltd., Champion Reefs (K.G.F.).

Conciliation Case No. 32—46 :—
Labour Association—The Mysore Mines Labour Association, Marikuppam (K.G.F.).
Management—The Mysore Gold Mining Company, Ltd., Marikuppam (K.G.F.).

Conciliation Case No. 33—46 :—
Labour Association—The Nundydrug Mines Labour Association, Oorgaum (K.G.F.).
Management—The Nundydroog Mines, Ltd., Oorgaum, (K.G.F.).

2. These five Labour Associations gave to the concerned Managements, notices of change, desiring several changes in the existing hours of work, holidays with wages, abolition of the contract system, privilege leave, clothing allowance, housing and lighting facilities, etc., in these Managements. The several changes that are demanded are set out in detail in the Annexure of each notice, and are, in the main, the same, *viz*, 10 in each Associations Notice. There is one more demand in respect of the Mysore and the Champion Reefs Mines and the Kolar Gold Field Electricity Department, and seventeen more demands in respect of the Nundydroog Mines.

A general summary of the several items of demands common in the notices is given below :—

(1) Hours of work for shift or per day, as the case may be, be reduced to six hours in the case of underground workers and to eight hours in the case of surface workers.

(2) The workers (both underground and surface) be granted a day's Holiday with wages every week and that every Sunday be fixed as this Holiday.

(3) The contract system in respect of (both underground and surface) works be abolished and the workers absorbed in the Companies ranks on the same terms as the Companies workmen.

(4) The present Privilege Leave Scheme to be altered as detailed in the Notice of Change.

(5) Clothing allowance to be granted to both surface and underground workers.

(6) Better facilities in respect of housing to workers or, in the alternative, payment of House Rent Allowance.

(7) All workmen to be graded according to the nature and importance of work, etc.

(8) All workers to be given a minimum wage of Rs. 35 per month (surface worker) and Rs. 40 per month (underground worker).

(9) Every worker to be granted a raise in his wage by 50 per cent of the present basic wage.

(10) Every worker to be granted six months' wages as Bonus.

3. The Managements replied to the effect that, as the financial commitments involved in the present demands were far beyond the resources of the Managements, they (Managements) were unable under the present circumstances, to concede the demands as it stands. As the Assistant Commissioner of Labour, Kolar Division, Kolar Gold Field, could not bring about an agreement between the parties, the Commissioner of Labour referred these cases to this office for initiating conciliation proceedings.

4. The cases were accordingly registered and intimations to all the parties were issued. I held conciliation proceedings at Oorgaum, Kolar Gold Field, on the undermentioned dates—
19th, 20th and 21st May 1947.
14th June 1947.
14th, 15th, 16th and 17th July 1947.

The following Representatives of the Labour Associations and of the Managements were present :—

Conciliation Case No. 29—46 :—
Representing Employee. Mr. V. Chinnaswami, Vice-President, Oorgaum Mines Labour Association.
Representing Employer—On the 19th May 1947. Mr. J. E. Goepel, Acting Superintendent, Oorgaum Gold Mining Co. of India, Ltd., and Mr. J. W. Morgan, Superintendent, (on the remaining dates).

Conciliation Case No. 30—46 :—
Representing Employee. Mr. P. Durugan, President, Kolar Gold Field, Electricity Department Labour Association.
Representing Employer. Mr. J. M. Dunlop, Chief Electrical Engineer, Kolar Gold Fields, Electricity Department.

Conciliation Case No. 31—46 :—
Representing Employee. Mr. Isaac Manickam, Vice-President, Champion Reefs Mines Labour Association.
Representing Employer—On the 19th, 20th and 21st May 1947. Mr. A. H. P. Fitzpatrick, Acting Superintendent, Champion Reefs Gold Mines of India, Ltd., and
On the 14th June, 14th, 15th, 16th and 17th July 1947. Mr. J. W. Morgan represented.

Conciliation Case No. 32—46 :—
Representing Employee. Mr. Balakrishnan, Vice-President, Mysore Mines Labour Association.
Representing Employer. Mr. J. K. Lindsay, Superintendent, Mysore Gold Mining Co., Ltd.

Conciliation Case No. 33—46 :—
Representing Employee. Mr. A. Rathnasabapathi, President, Nandydroog Mines Labour Association.
Representing Employer. Mr. R. G. K. Morrison, Superintendent, Nandydroog Mines, Ltd.

Mr. T. Sadasiviah, Assistant Commissioner of Labour, Kolar Division, Kolar Gold Field, was present on all the dates. Mr. B. G. Appadurai Mudaliar, Commissioner of Labour, was present on the 21st May 1947, and Mr. George Matthan, Deputy Commissioner, Kolar District, on the 21st May, 14th June and on the 15th, 16th and 17th July.

5. As the demands in the Notices of Change were almost the same for all the Labour Associations and as the Labour Representatives desired and the Managements had no objection, all the common demands were taken up and proceeded with together, while the extra demands not common to all the Associations were taken up separately.

6. At the outset, Mr. R. G. K. Morrison, Superintendent, Nandydroog Mines Limited, and Chairman of the Board, on behalf of the Managements desired that the demands may be discussed by both sides one by one in all aspects but the final conclusions may be deferred till all the demands are fully discussed, so that each side may know the full implications and the views of the other side and appreciate them and then come to conclusions in respect of each demand. The Labour Representatives having no objections, each demand was taken up one by one and discussed at great length on the 19th, 20th and 21st May 1947.

The extra demand put forth by the Champion Reefs Mines Labour and the Kolar Gold Fields Electricity Department Labour Association related to grant of Holiday for the 4th November of each year with a view to pay homage to the six workers who fell at the hands of the police on the 4th November 1946 and as a mark of respect to their memory was discussed at some length. It was pointed out to the labour representatives by the Management that the shooting incident had nothing to do with the working of the Mines and was a separate subject-matter relating to the maintenance of Law and Order by the Government authorities concerned, and that as such the demand could not be accepted by the Managements. After further discussion, the Associations' representatives withdrew this demand.

Before proceeding to deal with the common demands, I shall refer to the 17 extra demands put forth by the Nundydroog Mines Labour Association only. These demands were

fully discussed separately, with this Labour Association and the Mines Management concerned with the following result :—

Demand No. 1, *viz.*—Stating the grade of Air Hoist Drivers should be enhanced to that of the second grade drivers of the engineering section. The position was explained by the Manegement. Then after some discussion, the Management promised to look into the question once again and see what could be done. On this assurance the labour representative did not press the demand.

Demand No. 2, *viz.*—That sons of the labourers should be preferred in filling up places of clerks in offices. The Management stated that efficiency and qualifications are the main things and that the Management would consider this demand and give preference, as far as possible, without prejudice to efficiency and qualifications, but cannot guarantee. Upon this the Labour Association did not press this demand.

Demand No. 3, *viz.*—That the Disc-checkers and the Line Maistries be called Disc-clerks and Line Sub-overseers, respectively, and their daily wages be changed into local pay and that the daily wages of the contractors' clerks be altered into local pay. After some discussion, the Management stated that they understood the view point of the labourers and would see as to how far the demand could be accepted. On this assurance of the Management, the Association withdrew the demand.

Demand No. 4, *viz.*—Stating that butter-milk and tea or coffee should be served to the day-shift workers and night-shift workers, respectively. The Management explained that due to scarcity of milk, it was not easy to accept the demand. However, the Management stated that they would look into this question and refer the matter to the Labour Welfare Department. On this the labour representative did not press this demand.

Demand No. 5, *viz.*—That the workers on night-shift should be granted double the wages. The Management said that they would look into the question and see what could be done. On this the demand was not pressed by the Association representative

Demand No. 6, *viz.*—That a mistress trained in needle-work, spinning and music may be appointed in every Mining School to teach girl students those subjects. The Management promised to refer the question to the Labour Welfare Department. On that, the Association representative did not press this demand.

Demand No. 7, *viz.*—Stating that a regular, correct and reasonable principle should be adopted in regradement of workers and that this principle should be looked into the cases of the past ten years.

Demand No. 8, *viz.*—That pipe fitter category should be introduced in the Engineering Department and whenever changes occur in that grade, the pipe fitter gangmen should be promoted to the higher grade according to their service and efficiency.

Demand No. 9, *viz.*—That efficient and serviced assistants, masons, mason-boys, carpenter assistants, craftsmen assistants and hammermen may be appointed in the vacant places of third grade masons, carpenters, fitters and blacksmiths respectively, with consideration to their services and efficiency.

The above three Demands (7, 8 and 9) were discussed together. Finally, the Management wanted time to go into this question in detail in all their aspects in the light of the discussions and see as to what extent these demands could be met, without affecting efficiency. The Labour representative withdrew these demands stating that the Management may formulate their decision on these demands, in two months' time and that if the decision of the Management was not acceptable, the Association would bring the matter afresh by a new Notice of Change.

Demand No. 10, *vtz.*—That a worker with one or more men under him, and a worker with one or more maistries under him should be considered as a Maistry and Head-maistry, respectively. The Management said that the general principle in respect of this demand is accepted, subject to certain exceptions. On this, the Labour representative did not press the demand.

Demand No. 11, *viz.*—That "Coffin be supplied by the Management, cost-free whenever a worker expires." The Management explained that this was not possible and this is more a private and personal affair. Thereupon, the Labour representative withdrew the demand.

Demand No. 12, *viz.* That "a worker under a praticular category should not be ordered to do any more work other than his work." The Management explained the position and pointed out the practical difficulties in giving effect to the demand as it is, and assured that any individual cases, if brought to their notice would be examined. On this, the Labour representative did not press the demand.

Demand No. 13, *viz.*—That "the Telephonists be treated as third grade Bankmen, and their wages paid accordingly." The Management explained the position and stated that they would take a little time and examine the question. After further discussion, the Management agreed that if Telephonists on Auxiliary Shafts could qualify for and obtain Maistry tickets, they would be paid at the rates paid to a maistry and would be given preference, other things being equal, in filling the posts of signalmen. On this, the demand was not pressed by the Labour Association.

Demand No. 14, *viz.*—That "Winding Drivers and Bankmen be graded on their services and not on the nature of the shaft." After discussion, the Management promised that efforts would be made to see that qualified lower grade drivers are not passed over by less deserving men. In view of this assurance, the demand was not pressed.

Demand No. 15, *viz.*—That "the minimum and maximum wages be fixed to Door Boys and Ringers equivalent to the underground basic wages." The Management pointed out that at present no recruit was taken as a Door Boy and that it was generally a retired maistry who was appointed to that place and that if the place is made attractive by raising the scale of wages of the Door Boy, physical fitness and other qualifications would have to be insisted on. After further discussion, the Labour representative withdrew this demand.

Demand No. 16, *viz.*—That "all ambulance and lorry drivers of this Mines be supplied uniform," The Management agreed to concede this demand. Upon that, the demand was not pressed by the Association.

Demand No. 17, *viz.*—That there should be no difference in wages, housing facilities and other merits between the Indian and the Anglo-Indian employees in all categories. The Management said that the difference is gradually going away and that the wages schedule makes no distinction. The matter was discussed at some length. Finally the Management assured that whatever may have happened in the past, there would in future be no such distinction in regard to caste, community or nationality, the only criterion being efficiency and service of the worker. In view of this, the demand is not pressed.

I now come to the common demands (*i.e.*, the 10 demands common to all the five Associations), referred to above. They were all further discussed in full, one by one, on each side, and I note below the position in brief regarding each :—

Demand No. 1 *viz.*—That the working hours, per shift or per day as the case may be, for underground and surface, work, should be fixed as follows :—

Underground Worker	...	6 Hours.
Surface Worker	...	8 do

The Labour representatives explained the demand and stated that other industries had adopted 48 hours a week (8 hours per day or per shift) and that the same may be adopted in the Mines also in respect of surface workers. The Managements stated that they would have no serious objection for this change in respect of surface workers, provided there is a guarantee that the production would not in any way suffer. They desired to take up further consideration of this question after discussing other demands and knowing the reactions on the discussions on other points. Then the case of underground workers was taken up. The Labour representatives pointed out that it is an established principle that there should be difference in the number of hours of work between the surface workers and the underground workers, in view of the nature of work; that, in recognition of this principle, there is difference even now between these two classes of workers in the number of hours of work; that, if this is accepted, it would be necessary to allot 7 hours of work per shift; but by this there would be only three shifts of 7 hours each, and 3 hours will be wasted; and that would entail loss both to the worker and the Management; so, if 6 hours shift, as demanded now, is accepted by the Managements, four shifts of 6 hours each may be fixed and there would be continuity of work without any prejudice to production. The Managements on their side stated that even now as it is, the underground workers were not actually working 8 hours, as it would take about 2 hours for the workers to go to the workspot as they leave the workspot about 2 hours earlier; that the hours of actual work at the workspot are less than 8 hours and that these workers want it to be reckoned as on duty from the time that they enter the premises to the time they leave the premises, for purposes of calculating hours of

work. As such, it was pointed out by the Managements that if this demand were accepted, the hours of underground work would go down further with the result that cost would go up while the production would be seriously affected for the worse, and that this demand could not therefore be accepted. The Labour representatives said that they would guarantee no fall but an improvement in production and that they would see that no worker leaves the workspot until relieved by the worker of the next shift. The Managements said that it was not convincing to them and there were many practical difficulties and they would however, consider this question later on and that the next demand may be taken up.

Demand No. 2 *viz.*—That the workers, both surface and underground, should be granted a day's Holiday with wages every week and that every Sunday may be fixed as this Holiday.

The Labour representatives stated that a day's rest for every worker after 6 days' work was quite necessary to keep him fit for the coming six days' work and that the day of rest should be Sunday; that, at present, though Sunday is a holiday, it is a holiday without pay; and he is paid only 26 days' wages for 26 days of work, and no wages for four days (the days he does not work, *viz.*, Sundays in a month), while the monthly-rated workers are paid for Sundays also though they do not work on Sundays; and as such, the privilege should be extended to daily wage workers also.

In reply, the Managements pointed out that the monthly rated workers also did not get wages for Sundays, and their wages for 26 days were calculated and paid as monthly wages and that, if they work on Sundays, they are paid Overtime; and that, in the case of daily rated workers, their daily wages are fixed taking into account Sundays, and so, the wages paid for 26 days, cover the wages for four Sundays which are non-working days. No agreement could be arrived at. Then the next Demand was taken up.

Demand No. 3, *viz.*—Asking for abolition of contract system.—The Labour representatives explained the several disadvantages and hardships existing under the contract system, wanted that the contract system should be abolished and that the workers now working under the contractors should be absorbed into Company Ranks. Further, they urged that the continuity of service, work status and other accrued privileges of such workers should not be affected by such abolition, and there should be no distinction made. In reply the Managements stated that this contract system was in vogue from a long time and could not be abolished so easily or suddenly without disturbing the established organisation and system of work, prevailing in all the four Mining Companies. The Managements added that this was a big question, requiring careful consideration, and that this demand could not be easily or readily accepted.

Demand No. 4, *viz.*—Asking that the existing scheme of Privilege Leave should be altered so as to entitle an underground worker to one month and a surface worker to three weeks privilege leave, the qualifying period being 240 days and 260 days in the case of underground and surface workers, respectively, according to a graded scheme (as set out in the Notice of Change).

The Labour representatives stated that in consideration of the hazardous and hard nature of work in the underground, the leave urged for was necessary for keeping the labourers fit. They added that, under the existing system of privilege leave, the worker is not able to get the full period of 21 days leave, as the number of days spent in a hospital is treated as "absent" and does not count for the qualifying service for leave; and that, on account of bad foodgrains, workers were frequently falling ill, and that rest for recouping was absolutely necessary. The Managements pointed out that according to Demand No. 2 for every Sunday being treated as a holiday with pay, it would be 52 holidays in a year and that, with this present demand of one month's privilege leave, the total period would come to 82 days or nearly 3 months in a year, which no industrial concern has conceded or could concede. The Managements added that the Companies' Leave Rules compared very favourably with the work service rules in respect of Government concern and even with the Government of India rules, and that demand could not be accepted.

Demand No 5, *viz.*—Asking that clothing allowance of Rs. 15 and Rs. 10 per year should be paid to an underground and a surface worker, respectively.

The Labour representatives explained that this demand was necessary in order to enable the workers in these hard days to get cloth, and that the present rate of Rs. 6 was quite inadequate, under the existing conditions. The Managements stated that clothing allowance was given to underground workers for protection against accidents, and that, that the dress rules were insisted on only in the case of underground workers and that, as regards men working in the surface, no particular mode of dress was insisted on, and they could come in any kind of dress for duty; that, as such, there was no reason to give any allowance for surface workers, and that, as regards the demand in respect of the underground workers, the demand was rather high and the matter would, however, be further considered.

Demand No. 6, *viz.*—That better housing and lighting facilities to all workers should be provided and an Interim House Rent Allowance of Rs. 3 per month per worker who has not been provided with quarters by the Management should be given.

The Managements explained that they have always tried to improve the housing and lighting facilities to workers and that they have on hand a regular scheme in this respect by which they propose to construct 250 to 300 houses in each of the Champion and the Mysore Mines every year. They also pointed out that some of the workers would, even if houses are offered to them, would not accept them on some excuse or other and would ask for allowance instead. The Labour respresentatives stated that the Managements need not pay allowances to those who were offered houses but did not accept them, and that allowances should be paid to those to whom the Companies could not provide with quarters. After discussion, the Managements stated that this was an important matter and they would see that something is done in the matter.

Demand No. 7, *viz.*—Asking that all workmen should be graded on the basis of the nature and importance of the work they do, their efficiency and service and that this should be done with the approval of the Labour Association concerned. The Labour representatives stated the discussion by saying tha the Companies had failed to implement the agreement dated 22nd March 1946 in respect of Wage-Rate Schedule; that in some instances, favourtism has been the guiding factor and not efficiency and service and that proper readjustments are necessary in grading. The Managements on their side explained that the instances quoted by the Associations were only stray instances and that proper adjustments in grading had been made on the basis of efficiency and service, and that individual cases of injustice, if brought to their notice, would be looked into. The Managements added that the question of efficiency was a matter for them to decide and that the final decision should rest with them.

Demand No. 8, *viz.*—Asking that minimum living wage should be fixed at Rs. 40 per month for underground worker and at Rs. 35 per month for surface worker.

The Labour representatives urged that the underground worker, whose job is of a hard and risky nature, should be paid more than a surface worker. The Managements replied that cost of living index being the same both for the underground and the surface worker, living wages should be the same. The Labour representatives argued that the underground worker required better food than the surface worker and should be paid better as he is exposed to danger every moment, while working underground. At this stage, it was suggested that the report of the Pay Commission set up by the Mysore Government might, with advantage, be awaited and then a further consideration of this demand taken up.

Demand No. 9, *viz.*—Asking that immediate increment in the basic wage of both underground and surface workers by 50 per cent of their existing basic wage should be granted.

The Managements pointed out that the Labour representatives were asking for minimum wage and for reclassification involving higher wages than at present on one side and for 50 per cent of increase in the present basic wage on the other, and that it is not possible to reconcile one with the other. After further discussion it was suggested that this question also may await the Mysore Pay Commission Report, which was expected shortly.

Demand No. 10, *viz.*—Asking that six months' wages should be paid as Bonus to all workers.

The Labour representatives stated that since the War broke out in 1939, the workers in Kolar Gold Fields are to be considered as important as the fighting forces who actually fought in different theatres; that it was with the Gold produced in the K. G. F., that war materials were produced, and that, as such, it would be only right that they (these workers) should share a portion of the glory and that, though the War lasted for a period of six years and though the labourers suffered many a hardship due to high cost of living on account of war conditions, they were not compensated in any way so far and they should be paid 6 months' bonus at one month's pay for each year of War. The Managements stated that one month's bonu had already been paid to the workers and that the demand for six months' bonus was very high, and was not easy to accept, in view of the heavy extra cost involved. After

further discussion, the Managements stated that they would consider this question along with the question of the minimum living wage and of the increment in the basic wage.

After some further discussion, it was suggested to both sides that as some of these common demands related mainly to basic minimum wages, minimum living wage, wage-increments, etc., these might, with advantage, be further considered after the publication of the Mysore Pay Commission Report which was expected shortly, and that the conciliation proceedings may be taken up on another date by which time the Pay Commission Report may be expected to be published by Government and that, in the interval the representatives of the Managements and of the Labour Associations might meet and discuss independently of the Conciliation Proceedings, the other common demands and see if a settlement could be arrived at between the parties. Both sides agreed to this suggestion, and so, the conciliation proceedings were adjourned to the 14th June.

On that adjourned date, the Managements stated that the Pay Commission Report which was expected to be published by that date had not yet been published and that, without knowing the data, expected to serve as the basis or guide for further discussions, the conciliation proceedings could not be proceeded with on that date. But, the Labour Representatives urged that the other demands which had nothing to do with the Pay Commission Report might be taken up for further consideration in order that some conclusions may be arrived at, in respect of them. Discussions followed, and the Managements wanted to know from the Labour representatives how long, if an agreement is reached tentatively, pending final agreements after the publication of the Pay Commission Report, they (labourers) would refrain from putting fresh demands or from going on strike. The Labour representatives said that no such guarantee as the Managements wanted could be given and that much depended on the Managements themselves. There was then a further discussion of the demands remaining to be settled. The Managements stated that as the result of these discussions, they had come to know the Associations' point of view in respect of these demands and would like to have sometime to consider the demands and see how far these demands could be met; and, that in the meanwhile, each Labour Association representative may meet the concerned Management's representative and discuss as among themselves, early next week, and then all the Managements and all the Associations' representatives may meet jointly without the Chief Conciliator and thrash the whole question and come to a settlement, if possible. Thereupon, the conciliation proceedings were adjourned to the 14th July, in order to enable the parties to come to an amicable settlement.

At the proceedings on the 14th July, the Managements stated that though many Pay Commissions in the country have given their reports, no Pay Commission had examined the conditions in the Gold Mining Industry at Kolar Gold Fields, and, so, there was no definite data available to proceed upon in regard to Kolar Gold Fields area, and that a Pay Commission to go into and report on the conditions in Kolar Gold Fields Mining area would, it is proposed, be constituted shortly. By way of interim relief pending the report of that Commission, the Managements made the offer of the following concessions which they said had been decided on, after careful consideration on the best available data and in the light of all the discussion on the demands and would be in operation for a period of one year from now or till the proposed Pay Commission give their report, whichever was earlier.

The terms of this offer of concessions by the Managements are as set out below :—

1. *All-round increase of two annas per day—further increase in Basic Wage.*—Without prejudice to normal increments and the rules therefor provided under the Wages Schedule, the wages of all workers on the Rolls will be increased by two annas per day. But no underground worker shall receive less than the minimum wage of Rupee one per day.

2. *Working Hours—Reduction in Surface Working Hours to Eight per day.*—Surface working hours will be reduced from nine to eight per day, underground working hours will continue as at present. However in the case of the underground workers a Bonus equivalent to half a shift (basic wage) will be paid for working six normal working daysper week.

3. *Privilege leave—Reduction in the qualifying period by ten days.*—The qualifying number of days of work for earning Privilege Leave, for all classes of workers, will be reduced by ten days.

4. *Clothing Allowance—Underground Clothing Allowance increased to Rs. 10 per year.*—The underground Clothing Allowance will be increased from Rs. 6 to Rs. 10 per year.

5. *War Relief Bonus—Further War Relief Bonus equivalent to one month's Basic Wage.*—A further War Relief Bonus of one month's Basic Wage will be paid to all employees now on Rolls who have been continuously on the Rolls for the 12 months period ending with 14th July 1947 and who continue to be in employment upto the date of payment. This Bonus shall be calculated on the Basic Wage prevailing on 14th July 1947.

6. *Dearness Allowance—Further increase by Rs. 2 raising it to Rs. 17-8-0 for all those whose Basic Wage or pay is below Rs. 80 per mensem.*—The Dearness Allowance will be increased to Rs. 17-8-0 to all those whose Basic Wage or Pay does not exceed Rs. 80 per mensem.

These concessions are in addition to those granted in April 1947, *viz.*, increase in Dearness Allowance by Rs. 2, wage increments and War Relief Bonus.

Note.—All the above concessional offers are conditional and subject to the signing of an agreement with the Management for 12 months. They are contingent also on the following conditions being accepted :—

In addition to executing an agreement the Association should undertake to maintain and give no room for any breach of continuity of production and peace on the Field. The agreement should contain a clause providing for penalties for illegal strikes during the period of the agreement, such as forfeiture of all privilege leave for those who participate, commence or encourage illegal strikes.

The Association must give a guarantee that in cases of strikes the workers engaged on essential services on the Mine either in the underground or on surface should not be called off from their work or coerced into the strikes.

The Association's co-operation would be required where and when retrenchment should become inevitale in the Mine in future.

These proposals stated above would be treated as an interim arrangement until a special Pay Commission for the Field gives its report.

The Managements further explained the concessions now offered. They made it clear that this is only an interim arrangement for a period of 12 months or till the special Pay Commission gave their report, whichever is earlier. The Managements added that it would be in the interests of the workers themselves and of the peace of the area, to accept these terms and see to the smooth working of the Mines, instead of precipitating matters and going on strike and causing loss and misery to the workers, and loss to the Management.

In regard to this offer, the Labour representatives stated that while they appreciated the offer in certain respects they felt it fell far short in respect of certain demands, and that they would greatly appreciate if the Management would go a little further and be more generous. They (Labour representatives) proposed to give their counter-proposals and requested the Managements to consider them and see how far they could be met. The Managements said that they had gone to the utmost extent and that no further concessions were possible, and there was however no objection to examine the counter—proposals and see if any minor adjustments could be made. At the desire of both parties, the proceedings were adjourned to the next day (15th July.)

On that day, the Labour representatives gave their counter proposals which were as follows :—

"(1) Every underground worker should be paid a minimum wage of Rs. 1-4-0 per shift, and every surface worker Re. 1 per shift;

(2) Proportionate Bonus to every underground worker should be paid at one shift wage for four normal working days in a week.

(3) Dearness allowance should be linked with the index of living cost.

(4) Attendance Bonus should be calculated on Behar Collary System, *i.e.*, one month's Bonus to be given for good attendance in a year.

(5) Privilege leave of 4 weeks per year may be given for an underground worker, and of 3 weeks for every surface-worker.

(6) Night shifts should be abolished and if it is not possible, each night shift worker should be paid one-fourth shift wage extra.

(7) For work on Sundays, double the wage should be paid.

(8) Corntact system should be abolished.

(9) Dress Allowance of Rs. 12 and Rs. 6 per year should be paid to every underground and surface worker, respectively.

(10) Adjustments of wages should be made on length of total service.

(11) Every worker should be paid 50 per cent more on the present Basic wage.

(12) Three months' wages should be given as bonus (*i.e.*, two more months wages in addition to one month's already paid).

The Managements took time till next day (16th July) for considering these counter-proposals, and at the same time desired the Labour Representatives to consider carefully the offer made by the Managements and consult the labourers.

On the 16th July, the Managements stated that they had considered carefully the counter-proposals and were unable to accept them or modify the terms already offered. The Labour representatives, on their side, expressed inability to accept the terms offered by the Managements and appealed to the Managements to consider again the counter-proposals, and added that they had fully thought over the matter and consulted the workers, and that the workers were not satisfied with the offer. After further discussion and permission on both sides, time was given till the next day (17th July) to enable the parties to think it over again seriously and with a view to see if there was still no chance of the parties arriving at a settlement.

Then, on the 17th July, the parties on either side expressed inability to accept the terms of the other side and to come to an agreement. The Labour representatives said that they had considered the matter very seriously and consulted the workers and that it was not possible to accept the offer of the Managements and that the Managements may still consider once again. The Managements expressed once again that they could not go further and that the terms offered were generous and were the maximum that could be secured by them from their authorities. Finally Labour representatives stated that if the Managements could at least grant two months more wages as Bonus (in addition to the one month's already paid), and agreed to link the Dearness Allowance to the cost of living index during the interim period, the workers would be persuaded to accept the terms offered by the Managements for the interim period. After some more discussion, the Managements said that it was not possible to go any further and agree to these conditions. No agreement between the parties was therefore possible. In the end, the Managements stated that their offer, not being accepted by the other side, is withdrawn. The Labour representatives on their side, stated that their counter-proposals to the Management are likewise withdrawn.

All possible ways of settlement were explored, but no settlement between the parties could be reached in the matter of these ten common demands. The proceedings in regard to these ten common demands thus ended in failure, which I hereby report.

I request that this report may be published in the Gazette, as required under Sub Section 4 of Section 12 of the Mysore Labour Act.

I have the honour to be,
Sir,
Your most obedient servant,
NAVANEETHAM,
Chief Conciliator in Mysore.

EDUCATION SECRETARIAT

Dated 7th August 1947.

No. P. 613—Mily. 227-46-5. In consideration of the War service rendered by Mr. C. Parthasarathy, District Medical Officer, Mysore during the recent emergency, His Highness the Maharaja has been pleased to permit him to retain the honorary rank of Captain.

1007

Dated 7th August 1947.

No. M. 1759—G. M. 10-47-2. Whereas by the Notification of the Government of India in the Foreign Department No. 176, dated the 31st December 1875, the Indian Christian Marriage Act, 1872, was with certain modifications, declared to apply to the territories of Mysore, so far as regards marriage between persons one of whom is an Indian Christian subject of the Mysore State and neither of whom is a Christain British Subject.

In exercise of the powers by Sections 6 and 9 respectively of the said Act, the Government of His Highness the Maharaja of Mysore are pleased (*a*) to grant license to the Rev. Duncan S. Stevenson of the Missouri Evangelical Lutheren India Mission, Bangalore, to solemnize marriages within the territories of Mysore and outside the limits of the Civil and Military Station, Bangalore, and (*b*) to license the said Rev. Duncan S. Stevenson to grant certificates of Marriage within the said territories between Indian Christians.

1033 K. THIPPERUDRIAH, *Edn. Secy.*

LAW SECRETARIAT

Dated 2nd August 1947.

No. Law 609—Cts. 25-47-3. Government are pleased to direct that the Second City Magistrate's Court, Mysore, the term of which was extended for a period of one year from 1st September 1946, be continued for a further period of one year from 1st September 1947.

989

Dated 8th August 1947.

No. Law 763—Cts. 32-47-2. Under Sections 12 and 39 of the Code of Criminal Procedure, 1904, the Government of His Highness the Maharaja are pleased to confer on the Assistant Commissioner, doing duty as Personal Assistant to the Collector, Civil and Military Station, Bangalore, by virtue of his office, all the ordinary powers of a Magistrate of the First Class.

1006 S. KANAKARATNARAJ, *Law Secy.*

PUBLIC WORKS SECRETARIAT

No. P. W. 1676-80—K.R.S. 1-47-12,
dated 5th August 1947.

Whereas it appears to the Government of His Highness the Maharaja of Mysore that the undermentioned land situated in Heraganahally Village, Krishnarajpet Taluk, Mandya District, is needed for a public purpose, to wit, + 120 contour of Krishnarajasagar submersion; notice to that effect is hereby given to all whom it may concern, in accordance with the provisions of Section 4 (1) of the Land Acquisition Act of 1894, as amended by the Land Acquisition Amendment Act No. I of 1927, and the Government hereby authorise the Deputy Commissioner, Mandya District and his subordinates and also Special Land Acquisition Officer, Krishnarajasagar and Irwin Canal Works, Mysore to exercise the powers conferred by Section 4 (2) of the Act. Under Sub-Section (1) of Section 17 of the Land Acquisition Act of 1894 as amended by Act No I of 1927, the Government direct that, in view of the urgency of the case, the provisions of Section 5-A of the Act shall not apply to the acquisition of lands noted below.

Mandya District, Krishnarajapet Taluk, Bookinakere Hobli, Heraganahalli Village.

Dry, Survey No. 104, in the Khate of Kalamma wife of Girigowda and in the anubhava of Cheluvegowda son of Banegowda alias Annegowda and bounded on the North by Survey No. 105, South by Survey No. 123, East by Survey No. 105, and West by Survey No. 124, the area required being 1 acre and 32 guntas, dry, assessed at Rs. 2-0-0.

No. P. W. 1676-80—K.R.S. 1-47-12,
dated 5th August 1947.

Under Section 6 of the Land Acquisition Act of 1894, as amended by the Land Acquisition Amendment Act No. I of 1927, the Government of His Highness the Maharaja of Mysore declare that the land measuring 1 acre and 32 guntas, be the same a little more or less, is needed for a public purpose, to wit, + 120 cantour submersion of Krishnarajasagar; and under Sections 4 and 7 of the same Act, the Assistant Commissioner in charge Special Land Acquisition Officer Krishnarajasagar and Irwin Canal Works Mysore, is appointed to perform the functions of a Deputy Commissioner under the Act and directed to take orders for the acquisition of the said lands. Under sub-section (1) of Section 17 of the Act, the Government further direct that the possession of the said land may be taken on the expiry of fifteen days from the date of publication of the notice mentioned in Section 9 (1) of the Act. A plan of the land is kept in the Office of the Special Land Acquisition Officer Krishnarajasagar and Irwin Canal Works, Mysore, and may be inspected at any time during office hours.

Mandya District, Krishnarajpet Taluk, Bookinakere Hobli, Heraganahalli Village.

Dry, Survey No. 104, in the Khate of Kalamma wife of Girigowda and in the anubhava of Cheluvegowda son of Banegowda, and bounded on the North by Survey No 105, South by Survey No. 128, East by Survey No. 105, and West by Survey No. 128, the area required being 1 acre and 32 guntas, assessed at Rs. 2-0-0.

976 B. S. NARASINGA RAO, *P.W. Secy*

REVENUE SECRETARIAT

Dated 5th July 1947.

No. L. 2115—Ml. 14-46-35. Whereas it appears to the Government of His Highness the Maharaja of Mysore, that the undermentioned lands, situated in Yelahanka Village, Bangalore North Taluk, Bangalore District, are needed for a public purpose, to wit, for the purpose of building a Municipal High School; notice to that effect is hereby given to all whom it may concern, in accordance with the provisions of Section 4 (1) of the Land Acquisition Act of 1894, as amended by the